

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

URENCO USA, INC., *et al.*,

Plaintiffs,

v.

Civ. No. 21-1224 KWR/GBW

BAKER CONCRETE CONSTRUCTION,
INC.

Defendant.

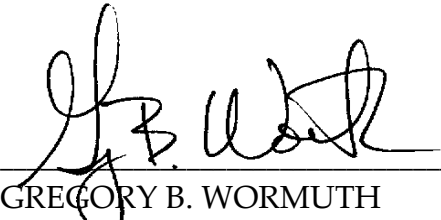
ORDER TO SHOW CAUSE

THIS MATTER comes before the Court on review of the record. On June 21, 2022, Plaintiffs Urenco USA, Inc., Nuclear Risk Insurers Limited, NEIL Overseas dac, Northcourt Limited, and European Mutual Association for Nuclear Insurance filed their Second Amended Complaint and Jury Demand against Defendant Baker Concrete Construction, Inc. ("Second Amended Complaint"). *Doc. 32.*

Federal Rule of Civil Procedure 15(a)(2) enables a party not amending its pleading as a matter of course under Rule 15(a)(1) to "amend its pleading only with the opposing party's written consent or the court's leave." Fed. R. Civ. P. 15(a)(2). The Court did not grant Plaintiffs leave to file their Second Amended Complaint, and the Second Amended Complaint does not indicate whether Plaintiffs obtained Defendant's written consent prior to filing it. Therefore, the Court is unable to determine whether Plaintiffs filed the Second Amended Complaint in accordance with Federal Rule of Civil

Procedure 15(a)(2). Accordingly, the Court will order Plaintiffs to show cause in writing **no later than seven (7) days from the entry of this Order** why it should not strike the Second Amended Complaint without prejudice to its refiling in accordance with the procedure required by Federal Rule of Civil Procedure 15.

IT IS SO ORDERED.



GREGORY B. WORMUTH
UNITED STATES MAGISTRATE JUDGE